

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

WYNDHAM WORLDWIDE
CORPORATION d/b/a WORLDMARK BY
WYNDHAM formerly TRENDWEST
RESORTS, INC.,

Defendant.

CIVIL ACTION NO. C07-1531 RSM

[PROPOSED] CONSENT DECREE

I. INTRODUCTION

1. This action originated with discrimination Charge No. 551-2006-00459, filed with the EEOC on April 7, 2006 and Charge No. 551-2006-02142 filed on September 28, 2006. The Charging Parties alleged that Wyndham Worldwide Corporation (“Wyndham”) discriminated on the basis of sex by subjecting them and other male employees to sexual harassment, in violation of Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. § 2000e *et seq.*

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2. The EEOC issued letters of determination on August 2, 2007 (551-2006-02142) and August 21, 2007 (551-2006-0459) with a finding of reasonable cause to believe that Wyndham violated Title VII by subjecting male employees to a hostile work environment because of their sex.

3. The EEOC filed this lawsuit on September 28, 2007 in the United States District Court for the Western District of Washington on behalf of the charging party and similarly situated male employees, alleging harassment based on sex.

4. The parties want to conclude fully and finally all claims arising out of the EEOC's complaint, its Letters of Determination, and the charges of discrimination filed with the EEOC. The EEOC and Wyndham enter into this consent decree in order to resolve this lawsuit and avoid the disruption, expense and uncertainty of further litigation.

II. NONADMISSION OF LIABILITY AND NONDETERMINATION
BY THE COURT

5. This Consent Decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission by Wyndham of a violation of Title VII. Wyndham denies the allegations in the lawsuit.

III. JURISDICTION AND VENUE

6. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and

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Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The employment practices alleged to be unlawful in the EEOC's complaint filed herein occurred within the jurisdiction of the United States District Court for the Western District of Washington.

IV. SETTLEMENT SCOPE

7. This Consent Decree is the final and complete resolution of all Title VII allegations of unlawful employment practices contained in the EEOC's complaint, including all claims by the parties for attorney fees and costs. The Consent Decree resolves all issues and claims arising out of the EEOC's complaint, and is binding and final as to all such issues and claims.

V. MONETARY RELIEF

8. In settlement of this lawsuit, Wyndham agrees to pay a total of Three Hundred Seventy Thousand Dollars and Zero Cents (\$370,000.00) to individuals named by the EEOC within ten (10) days of the date of entry of this consent decree. Payment shall be effected by sending, via certified mail, a settlement check to addresses to be provided, with copies to the EEOC.

VI. INJUNCTIVE AND OTHER RELIEF

A General Provisions

9. Wyndham, its officers, agents, managers, assistant managers and other supervisors and all human resource professionals who provide advice and assistance to the

foregoing individuals are enjoined from engaging in practices which constitute harassment based on an employee's sex, and which constitute retaliation for an individual engaging in protected EEO activity. In recognition of obligations under Title VII, Wyndham shall institute the policies and practices set forth below at its Birch Bay, Washington facilities.

10. Wyndham is enjoined from retaliating against any applicant or employee for opposing a practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.

B. Anti-Discrimination Policies and Procedures

11. Wyndham shall carry out anti-discrimination policies, procedures and training for employees, supervisors and management personnel and shall provide equal employment opportunities for all employees consistent with its obligations under the law. Wyndham shall ensure that the practices of its managers and supervisors are consistent with the obligations of this paragraph, and compliance with Wyndham policies will be considered in the performance evaluations of management personnel.

12. Within sixty (60) days of the date of the effective date of this Consent Decree, Wyndham shall provide to the EEOC: (a) an EEO policy which addresses Wyndham's obligation to provide a work environment free of harassment, discrimination, and retaliation for its employees, and states its commitment not to retaliate against any employee for engaging in protected EEO activity; and (b) confirmation that it distributed its EEO policy to all present

employees, both management and non-management. During the life of this Consent Decree, each new employee will receive a copy of the EEO policy.

C. Training

13. Within sixty (60) days of the execution of this Consent Decree, Wyndham shall present to all employees, managers, assistant managers, and supervisors, no less than three (3) hours of face-to-face training by a qualified trainer on harassment, employment discrimination, and retaliation for engaging in protected EEO activity. The EEOC shall have an opportunity to view the training materials prior to the training date.

Annually thereafter for the life of this Consent Decree, Wyndham shall require:

(1) all employees, managers, assistant managers and supervisors, and a designated corporate headquarters human resource representative, to complete three (3) hours of face-to-face training by a qualified trainer on harassment, employment discrimination and retaliation.

D. Reference Requests

14. Wyndham is enjoined from disclosing any information about or making reference to any charge of discrimination that is the subject of this lawsuit in responding to employment reference requests for information about the recipients of settlement funds named by the EEOC. Rather, it shall provide only the employment dates and position title in response to reference requests for those named individuals.

E. Policies Designed to Promote Supervisor Accountability

15. Wyndham shall advise all managers and supervisors of their duty to ensure compliance with its EEO policies, and to report any incident or complaint of harassment, discrimination, or retaliation, of which they become aware. If a manager or supervisor violates Wyndham's EEO policies, he/she may be subject to discipline up to and including termination and compensation, promotional prospects and evaluations may be affected.

F. Reporting

16. Wyndham shall report in declaration form to the EEOC beginning six (6) months from the date of the entry of this decree, and annually thereafter for the duration of the decree the following information:

- a. Certification of the completion of training and list of attendees set forth in Paragraph 13 above, and a list of all attendees including job titles.
- b. Certification that its EEO policy has been sent to all current and newly hired employees as described in Paragraph 12 above.
- c. A copy of its EEO policy and a list of any changes, modifications, revocations or revisions to its EEO policies and procedures which concern or affect the subject of discrimination and retaliation; and
- d. A summary of all sexual harassment complaints, if any, filed by employees, identified by name, and the resolution of each complaint.

G. Posting

17. Wyndham shall post a Notice, attached as Exhibit A to this Consent Decree. The Notice shall be posted on a centrally located bulletin board or other place where such notices are normally posted and read by employees for the duration of the consent decree.

VII. ENFORCEMENT

18. If the EEOC determines that Wyndham has not complied with the terms of this Decree, the EEOC shall provide written notification of the alleged breach to Wyndham. The EEOC shall not petition the Court for enforcement of the decree for at least thirty (30) days after providing written notification of the alleged breach. The 30-day period following the written notice shall be used by the parties for good faith efforts to resolve the dispute, or for Wyndham to cure the breach. In those cases where it would take longer than thirty (30) days to cure the breach, Wyndham may have such additional time as may be necessary by agreement with the EEOC so long as Wyndham takes all reasonable efforts to cure the breach within the thirty (30) day period.

VIII. RETENTION OF JURISDICTION

19. The United States District Court for the Western District of Washington shall retain jurisdiction over this matter for the duration of the decree.

IX. DURATION AND TERMINATION

20. This Decree shall be effect for three (3) years from the date the Court enters this Decree. If the EEOC petitions the Court for breach of the Decree, and the Court finds Wyndham to be in violation of the terms of the Decree, the Court may extend the duration of the Decree.

X. CONCLUSION

21. The parties are not bound by any provision of this decree until it is signed by authorized representatives of each party and is entered by the Court.

Dated this 9th day of October, 2008.

BY: /s/ William R. Tamayo

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